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Attorney for Plaintiff Patricia Hoover,  
Individually and on behalf of all others similarly situated

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PATRICIA HOOVER, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

vs.

COMMUNITY BRANDS  
PARENTCO, LLC, a Delaware  
limited liability company;  
COMMUNITY BRANDS LLC, a  
Delaware limited liability company;  
EDUCATION BRANDS, LLC, a  
Delaware limited liability company;  
MOBILECAUSE, INC., a Delaware  
corporation,  
Defendants.

**CLASS ACTION COMPLAINT FOR  
VIOLATIONS OF FAIR LABOR  
STANDARDS ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Patricia Hoover, individually and on behalf of all others similarly  
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Patricia Hoover (“Plaintiff”) is an individual who worked for  
5 Defendants Community Brands Parentco, LLC, Community Brands LLC, Education  
6 Brands, LLC, and MobileCause, Inc. (“Defendants”). She brings this action on behalf  
7 of herself individually and a putative class of employees working throughout  
8 California and nationwide.

9 2. Defendants are in the business of developing and marketing cloud-based  
10 software solutions to customers nationwide.

11 3. Through this action, Plaintiff alleges that Defendants have engaged in a  
12 systematic pattern of wage and hour violations under the Fair Labor Standards Act, 29  
13 U.S.C. § 201 et. seq. (“FLSA”).

14 4. Plaintiff brings this action based on Defendants’ failure to maintain a  
15 policy that compensates its employees for all overtime wages. There are many  
16 similarly situated current and former employees who have not been paid for all hours  
17 worked over 40 in a workweek in violation of the FLSA, as for a lengthy period,  
18 Defendants maintained a practice of not compensating their employees for any  
19 overtime, regardless of the amount of overtime hours worked.

20 5. Furthermore, once Defendants began paying employees some overtime  
21 compensation, they still failed to compensate employees for all overtime hours  
22 worked, maintaining a practice of not counting work tasks such as mandatory training  
23 videos, questions, and demonstrations as time worked.

24 6. Additionally, Defendants maintained a willful and systematic practice of  
25 failing to compensate its employees for overtime at their proper regular rate of pay by  
26 failing to factor commissions and other non-discretionary bonuses into employees’  
27 regular rate of pay for overtime purposes.

1           7. Plaintiff brings this lawsuit seeking monetary relief against Defendants  
2 on behalf of herself and all other similarly situated to recover, among other things,  
3 unpaid wages and commissions, interest, attorneys' fees, costs, expenses, and penalties  
4 pursuant to the FLSA.

### 5                                   **JURISDICTION AND VENUE**

6           8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331,  
7 because this complaint alleges claims under the laws of the United States, specifically  
8 the FLSA.

9           9. The United States District Court for the Northern District of California  
10 has personal jurisdiction over Defendants because many of the acts complained of and  
11 giving rise to the claims alleged took place in California and in this District.

### 12                                   **THE PARTIES**

13           10. Plaintiff is a citizen of California. Plaintiff worked for Defendants from  
14 approximately December 2019 to January 2023. Details regarding Plaintiff's precise  
15 hours, pay, and revenue generated for Defendants are available by reference to  
16 Defendants' records.

17           11. Plaintiff is informed and believes, and thereon alleges, that Defendants at  
18 all times hereinafter mentioned, were are employers as defined in and subject to  
19 the FLSA.

### 20                                   **COLLECTIVE ACTION ALLEGATIONS**

21           12. Plaintiff brings this action pursuant to the FLSA, 29 U.S.C. § 216(b), on  
22 behalf of herself and all similarly situated employees who elect to opt into this action  
23 who work or have worked for Defendants as employees nationwide and who were paid  
24 a commission, bonus or benefit stipend in the past three (3) years ("the FLSA Class").

25           13. Defendants are liable under the FLSA for, inter alia, failing to properly  
26 compensate Plaintiff and other employees. There are many similarly situated current  
27 and former employees who have not been paid for all hours worked over 40 in a  
28 workweek, or received all minimum wages, in violation of the FLSA who would

1 benefit from the issuance of a court-supervised notice regarding the present lawsuit  
2 and the opportunity to join it. Those similarly situated employees are known to  
3 Defendants, are readily identifiable, and can be located through Defendants' records,  
4 such that notice should be sent to them pursuant to 29 U.S.C. § 216(b).

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME WAGES**

7 **(Violation of 29 U.S.C. § 207, 211 & 29 C.F.R. § 516.2(b))**

8 14. Plaintiff hereby re-alleges and incorporates by reference all paragraphs  
9 above as though fully set forth herein.

10 15. At all relevant times, Defendants have been an employer and Plaintiff  
11 and its employees have been employees under Federal Law entitled to the  
12 protections of the FLSA.

13 16. The FLSA requires employers to keep accurate records of hours  
14 worked and wages paid, among other information, and to provide these records to  
15 their employees. 29 U.S.C. § 211(c); 29 C.F.R. § 516.2(b). Defendants' practices  
16 and policies were violations of these requirements.

17 17. Although Plaintiff and putative FLSA members periodically worked  
18 more than 40 hours in a week, Defendants had a policy and practice of failing and  
19 refusing to pay employees for all hours of overtime and thus violated and continue  
20 to violate the above-referenced overtime provisions of the FLSA.

21 18. Indeed, throughout 2020, Plaintiff worked well over 40 hours most  
22 weeks and often worked 10-hour days – without ever being paid *any* overtime. At  
23 some point thereafter, Defendants began paying for some overtime – albeit  
24 incorrectly.

25 19. Indeed, Defendants failed to factor in Plaintiff and other employees'  
26 commissions and other non-discretionary bonuses into their regular rate of overtime  
27 pay for overtime purposes, resulting in a systematic practice of underpaying Plaintiff  
28 and other employees for overtime under the FLSA.

1           20. For instance, during the pay period from February 15 to February 28,  
2 2021, Plaintiff was paid \$1,672.50 in commissions, as well as \$309.41 in non-  
3 discretionary medical benefits. However, her overtime was only paid at rate of one-  
4 and-a-half times (1.5x) her base hourly rate of pay for the seven-and-a-half (7.5)  
5 hours of overtime recorded during the relevant time period, instead of her proper  
6 regular rate accounting for the additional compensation.

7           21. Similarly, during the pay period from March 19 to April 11, 2021,  
8 Plaintiff was paid \$508.56 in commissions, as well as \$309.41 in non-discretionary  
9 medical benefits. However, her overtime was only paid at rate of one-and-a-half  
10 times (1.5x) her base hourly rate of pay for the three-and-a-half (3.5) hours of  
11 overtime recorded during the relevant time period.

12           22. Also similarly, during the pay period from November 28 to December  
13 11, 2022, Plaintiff was paid commissions of \$169.44. However, her overtime was  
14 only paid at a rate of one-and-a-half times (1.5x) her base hourly rate of pay for the  
15 overtime recorded during the relevant time period.

16           23. In another example, during the pay period from December 12 to  
17 December 25, 2022, Plaintiff was paid \$682.49 in commissions. However, her  
18 overtime was only paid at a rate of one-and-a-half times (1.5x) her base hourly rate  
19 of pay for the overtime recorded during the relevant time period.

20           24. Plaintiff and FLSA Members seek the amount of the respective unpaid  
21 wages owed to them, liquidated damages, attorneys' fees and costs pursuant to 29  
22 U.S.C. §§ 201 et seq. and such other legal and equitable relief as the Court deems  
23 just and proper.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendants as follows:

1. For certification of this action as a class action, including certifying the FLSA Class alleged by Plaintiff;
2. For appointment of Patricia Hoover as the class representative;
3. For appointment of Lebe Law, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For any unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to the FLSA;
7. For liquidated damages pursuant to the FLSA;
8. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to the FLSA;
9. For pre-judgment interest; and
10. For other relief as the Court deems just and proper.

Dated: August 16, 2023

**LEBE LAW, APLC**

By: /s/ Jonathan M. Lebe  
Jonathan M. Lebe  
Chancellor D. Nobles  
Attorneys for Plaintiff Patricia Hoover

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: August 16, 2023

**LEBE LAW, APLC**

By: /s/ Jonathan M. Lebe  
Jonathan M. Lebe  
Chancellor D. Nobles  
Attorneys for Plaintiff Patricia Hoover

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EDUCATION BRANDS, LLC, a  
Delaware limited liability company;  
MOBILECAUSE, INC., a Delaware  
corporation,

Defendants.

Case No.

**CONSENT TO SUE UNDER THE  
FAIR LABOR STANDARDS ACT BY  
PATRICIA HOOVER**



**CONSENT TO SUE UNDER THE FLSA**

I, Patricia Hoover, hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, to secure any unpaid wages, overtime pay, liquidated damages, attorneys' fees, costs and other relief arising out of my employment with COMMUNITY BRANDS PARENTCO, LLC, a Delaware limited liability company; COMMUNITY BRANDS LLC, a Delaware limited liability company; EDUCATION BRANDS, LLC, a Delaware limited liability company; MOBILECAUSE, INC., a Delaware corporation, and any other associated parties pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

I authorize Lebe Law, APLC, and any associated attorneys as well as any successors or assignees to represent me in such action.

DATED: Aug 16, 2023

By: Patricia Hoover  
Patricia Hoover (Aug 16, 2023 15:19 PDT)  
Patricia Hoover